

Renata Hesse, Trial Attorney
325 7th Street NW, Suite 500
Washington, D.C. 20530

Dear Renata Hesse,

I am pleased that an agreement has been finally made with Microsoft Corporation. For disclosure purposes, I am not a shareholder of Microsoft, nor have I ever been. However, I find in the agreement that was posted at http://www.usdoj.gov/opa/pr/2001/November/01_at_569.htm on November 2, 2001 did not carry enough teeth at the end of the agreement. I have cut and pasted the portion I do not agree with and believe that if this agreement remains intact the way it was written you will have accomplished nothing to deter Microsoft.

"The proposed Final Judgment will be in effect for a five year period and may be extended for an additional two-year period if the Court finds that Microsoft has engaged in multiple violations of the proposed Final Judgment."

The portion that I strongly disagree with is in the last part of this sentence. "... if the Court finds that Microsoft has engaged in multiple violations of the proposed Final Judgment." This portion should read, and I might add, would put some teeth into the agreement, "if the Court finds that Microsoft has engaged in any violations of the proposed Final Judgment." The word that precedes this statement MAY still may remain as MAY [...and may be extended....] which give you the out to pursue or not. However, and finally, with out the changing of this word from multiple to any allows Microsoft "the ability" to continue to violate antitrust laws with the vague assurance that nothing **will** happen if they do.

This is my 2 cents worth.

Sincerely,



Stephen A. Frlekin
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